

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Powell, Goldstein, Frazer & Murphy LLP 1001 Pennsylvania Avenue, N.W., Washington, DC 20004		2. Registration No. 03274
3. Name of foreign principal Hong Kong Trade Development Council	4. Principal address of foreign principal 384 Office Tower Plaza 1 st Harbor Road, Wanchai, Hong Kong	

5. Indicate whether your foreign principal is one of the following:

☐ Foreign government

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state: N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: N/A

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

The Hong Kong Trade Development Council is a statutorily-created non-governmental advisory body, composed primarily of private sector representatives, which promotes overseas trade with Hong Kong.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Hong Kong Trade Development Council is a statutorily-created non-governmental advisory body, composed primarily of private business representatives, which promotes trade with Hong Kong. The Chairman of the Trade Development Council is a private citizen who is appointed by the Hong Kong government. The Council's membership includes two government officials, but the remaining members are drawn entirely from the private sector. The Trade Development Council is independently funded by an *ad valorem* duty on imports and exports.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

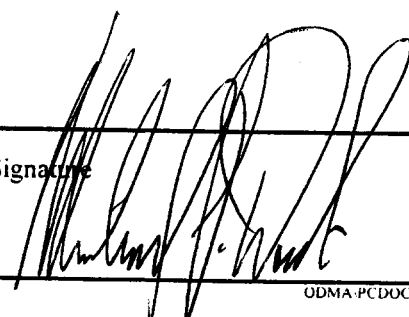
N/A

Date of Exhibit A

9/29/97

Name and Title
Michael P. Daniels, Partner

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant Powell, Goldstein, Frazer & Murphy	2. Registration No. 03274
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3. Name of Foreign Principal Hong Kong Trade Development Council

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will advise the Hong Kong Trade Development Council as set forth in the agreement attached hereto. The contract with Graham & James has been transferred to the registrant. A new contract will be filed when executed.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide legal advice and related services on trade-related matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

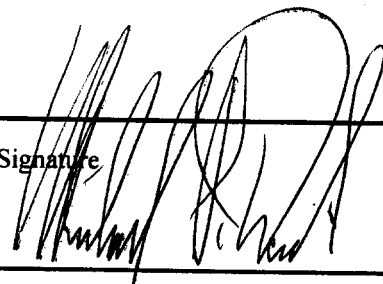
Registrant may engage in political activities as defined in Section 1(o) of the Act on behalf of the foreign principal, in conjunction with Registrant's provision of legal and other services. The Registrant's activities may require communications with Executive Branch officials and Members of the U.S. Senate and House of Representatives and their staff.

Date of Exhibit B

9/29/97

Name and Title
Michael P. Daniels
Partner

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

The Hong Kong Trade Development Council

and

Graham & James

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Consultancy Agreement

Consultancy Agreement

This Agreement is made on the 14th day of May 1997 between Graham & James, a firm having its registered office situated at 2000 M Street, N.W. Suite 700, Washington D.C. 20036 (hereinafter referred to as the "Consultant") and the Hong Kong Trade Development Council of 36-39/F, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong (hereinafter referred to as the "TDC") with respect to the performance of consultancy services on a non exclusive basis in the government relations area to protect, promote, assist and develop Hong Kong's trade interests. It is hereby agreed as follows :

Duration :

1. This Agreement shall commence on the 1st day April 1997 and shall continue thereafter until 31st of March 1998, unless terminated in accordance with paragraph 5 or paragraph 12 below. Furthermore, in the event of Mr. Michael P. Daniels ceasing to be actively associated with the Consultant and/or being unable personally to handle the issues contemplated under this Agreement, the Consultant will immediately inform the TDC and this Agreement will be reviewed and may be terminated immediately by the TDC at its sole discretion.

Consultancy Services

2. During the currency of this Agreement, the Consultant's services will include but will not be limited to providing support and assistance in connection with :
 - (a) providing appropriate prior warning, research, analysis, general and technical data, assistance in discussion and advice on the following :
 - (i) matters relating to the implementation of the World Trade Organisation Agreement on Textiles and Clothing by the USA and Hong Kong;

- (ii) trade policy, measures, administrative practices and legislative proposals of the USA which may affect bilateral trade between Hong Kong and the USA in textiles and apparel;
 - (iii) customs legislation and administrative procedures of the USA including the collection and regular updating of US customs and court rulings and actions on product classification in particular those which affect or may affect the categorization of textiles and apparel under the administrative arrangement agreed between the USA and Hong Kong pertaining to the implementation of the World Trade Organisation Agreement on Textiles and Clothing;
 - (iv) matters relating to the administration of the textile import programme by the Government of the USA including rules on country of origin, import licensing, quota auctioning and proposals for measures which might have restrictive effects on textiles and apparel trade;
 - (v) any other matters that directly or indirectly affect Hong Kong's textiles and apparel trade interests.
- (b) the Consultant also agrees but not limited to provide advice, support and assistance in:
- (i) identifying Hong Kong allies in the USA having similar interest to Hong Kong's in respect of China's Most Favoured Nation (MFN) trading status and textile trade;

- (ii) building coalition and coordinating with Hong Kong allies in the USA to protect and promote Hong Kong's trade interests, including pursuing unconditional renewal of the MFN status for China;
- (iii) developing and formulating strategy and programme of lobbying activities so as to ensure unconditional renewal of China's MFN trading status;
- (iv) arranging meetings for delegation from Hong Kong with Hong Kong allies in the USA with a view to co-ordinating efforts to ensure unconditional renewal of China's MFN trading status.

Conduct of the Consultancy Services

3. It is agreed, with respect to the services rendered by the Consultant pursuant to paragraph 2 above, that the Consultant will perform such services as an independent contractor to, and not as agent, employee, or under the direction or control, of the TDC. The Consultant shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement. The Consultant warrants that the consultancy services will be performed and completed in a professional manner and that the consulting team shall be as approved by the TDC and that the consulting team shall use all proper and professional skill, care and diligence in the performance of the consultancy services and the discharge of all duties and obligations under this Agreement.

Non-exclusion

4. During the currency of this Agreement the Consultant will not, without prior written consent of the TDC, accept any engagement or otherwise render any

services to other individuals, firms, corporations or entities in connection with any public affairs or legislative matter or activities that involve interests or positions in conflict with those of the TDC and Hong Kong of which the Consultant is or ought reasonably to be aware. In the event that a conflict of interest shall arise or it becomes apparent to the Consultant that a conflict of interest is likely to arise the Consultant shall immediately inform the TDC in writing and seek the TDC's views as to the applicability of this paragraph 4. For its part, the TDC agrees that it will not require the Consultant to decline an engagement unless it is satisfied that any such engagement could have an adverse impact on the effectiveness of the Consultant's services herein.

5. Whether notice has been given under paragraph 4 or otherwise, in the event that the TDC shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new consultancy or other service undertaken by the Consultant, the TDC shall, at its option, be entitled immediately to terminate this Agreement.

Sub-contracting

6. The Consultant shall not subcontract the whole, a part or parts of the consultancy services to any person whatsoever save with the prior written consent of the TDC.
7. The subcontracting of any part of the consultancy services pursuant to the provisions in paragraph 6 shall not relieve the Consultant from any liability, duty or obligation under this Agreement and it shall be responsible for the acts, defaults and neglect of any subcontractor and its officers as if they were the acts, defaults or neglect of the Consultant.

Confidentiality

8. The Consultant shall not without the prior written approval of the TDC at any time either during the course of this Agreement or thereafter divulge to any third person information specified as confidential in connection with the consultancy services or otherwise relating to or concerning the TDC and Hong Kong. The Consultant shall use its best endeavours to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Consultant as evidenced by its records; ii) subsequently otherwise acquired by the Consultant from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Consultant.

Payment

9. (a) Subject to the provisions of this Agreement, in consideration of the performance of the consultancy services and undertakings of the Consultant herein during the currency of this Agreement, the TDC will pay the Consultant a sum of US\$242,556 as consultancy fee and a maximum of US\$23,909 except as provided in sub-paragraph (b), as reimbursable expenses. The consultancy fee shall be paid in twelve (12) instalments of US\$20,213 each on the last day of each month during the currency of this Agreement. If this Agreement is terminated at any time before 31st of March 1998, the fees shall be prorated to cover the period prior to termination.
- (b) The TDC shall reimburse the Consultant for all reasonable out-of-pocket expenses (principally for travel, business entertainment, long-distance telephone and other communications, postage, document reproduction incurred on behalf of TDC and other relevant expenses) in connection with the performance of services herein not to exceed US\$23,909 during

the currency of this Agreement without prior written approval of the TDC. Such expenses shall be reimbursed upon submission of monthly statements. TDC may examine on the premises of the Consultant relevant vouchers, invoices, receipts and other evidence to substantiate the monthly statements.

Copyright

10. (a) The Consultant shall not infringe the copyright or other intellectual property of any publications matters or things in the course of the performance of the consultancy services and shall in any event indemnify and keep the TDC fully and effectively indemnified against all actions, claims, damages and costs which may be sustained by the TDC resulting from any such infringement.
- (b) The ownership, copyright and all other intellectual property in all reports, documents, matters, particulars or things prepared by the Consultant or received by the Consultant from the TDC or its representatives in the course of the consultancy services shall be vested in and belong to the TDC and the Consultant shall not use any such reports, documents, matters, particulars or things or disclose the contents thereof to any person other than a person employed by the Consultant in carrying out this Agreement in any manner outside the course of the consultancy services, without the prior written approval of the TDC.

Waiver

11. No failure by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial

exercise of any such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

Termination

12. (a) Either party may terminate this Agreement by written notice to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective.
- (b) Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement immediately.
- (c) The TDC will be entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a receiver has been appointed over any of its asset. For the avoidance of doubt, the Consultant shall refund to the TDC any amounts paid in respect of consultancy services which have not been performed at the date of termination.
- (d) Upon termination of this Agreement, the Consultant shall deliver to the TDC as soon as possible all documents, data and other papers in relation to the consultancy services completed up to that time. Such are to be delivered to the TDC in an orderly and understandable manner.

Arbitration

13. (a) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.
- (b) The award of the arbitrator shall be final and binding on both parties.

Property Law

14. This Agreement shall be subject to and construed in accordance with the laws of Hong Kong.

Signed for and on behalf of

Graham & James by

(Michael P. Daniels)

In the presence of :

Witness : Signature

Name

Address

Occupation

Signed for and on behalf of

The Hong Kong Trade Development

Council by



(O. George Oleksyn)

Director, Americas

In the presence of :

Witness : Signature



Name William Chui

Address 219 East 46th St., apt. 2A, New York, NY 10017

Occupation Director, New York